

CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY d/b/a AmerenCIPS

Complainant,

v.

SOUTHERN ILLINOIS ELECTRIC  
COOPERATIVE

Respondent.

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CHIEF CLERK'S OFFICE

DOCKET NO.

03 0371

**VERIFIED COMPLAINT FOR EXCLUSIVE SERVICE RIGHTS  
PURSUANT TO THE ELECTRIC SUPPLIER ACT**

Central Illinois Public Service Company d/b/a Ameren CIPS ("AmerenCIPS") complaining of Southern Illinois Electric Cooperative, Respondent, pursuant to the Illinois Electric Supplier Act, 220 ILCS 30/1 *et. seq.*, (the "ESA") states as follows:

1. AmerenCIPS is a public utility and an electric supplier within the meaning of §3.5 of the ESA.

2. Respondent Southern Illinois Electric Cooperative ("SIEC") is an electric supplier within the meaning of §3.5 of the ESA.

3. AmerenCIPS and SIEC entered into a service area agreement pursuant to §6 of the ESA on February 27, 1970 (the "SAA") which was approved by the Illinois Commerce Commission (the "Commission") in Docket No. ESA 126 in an order dated December 9, 1970.

4. The SAA defined and delineated exclusive service areas as between AmerenCIPS and SIEC in 5 counties, including Union County; Appendix 1 to the SAA depicts the parties' exclusive service areas in Union County. Appendix 1 is attached hereto and incorporated herein as AmerenCIPS Exhibit 1.

5. On or about June 4, 2008, a representative of SIEC advised a representative of AmerenCIPS that one Homer Cissell had requested that SIEC furnish electric service at distribution voltage for the construction of a residence to be situated within the boundaries of a certain 5.485-acre parcel, as depicted on AmerenCIPS Exhibit 2 attached hereto and incorporated herein. (The "Cissell Premises").

6. The entire 5.485-acre Cissell Premises lies wholly and entirely within AmerenCIPS' exclusive service area as depicted on AmerenCIPS Exhibit 1.

7. AmerenCIPS possesses adequate existing lines and facilities to promptly and efficiently furnish any and all temporary and/or permanent electric service to the Cissell Premises.

8. By nature of the Cissell Premises location within AmerenCIPS' exclusive service area, AmerenCIPS possesses the exclusive right and authority to furnish the requested service.

9. Section 8 of the ESA authorizes this Commission to "first determine whether temporary service should be authorized and may issue a temporary authorization to a supplier permitting the making of extensions and furnishing of service while the dispute is pending." 220 ILCS 30/8.

10. The location of the Cissell Premises entirely within AmerenCIPS' exclusive service area warrants a summary determination that AmerenCIPS shall provide temporary service pending any final outcome on the merits.

11. AmerenCIPS has served a copy of this Complaint on SIEC by facsimile contemporaneously with its filing this 9<sup>th</sup> day of June, 2008.

WHEREFORE, Complainant AmerenCIPS prays that the Commission:

A. Summarily make and enter an Order based on the verified allegations herein authorizing AmerenCIPS to furnish temporary service to the Cissell Premises pending final resolution hereof; and

B. Serve notice hereof and proceed to a hearing to determine which of the suppliers should be permitted to furnish permanent service to the Cissell premises and, upon the conclusion therefore, authorize and direct AmerenCIPS to furnish said service.

**CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY d/b/a AmerenCIPS, Complainant**

By: \_\_\_\_\_

One of Its Attorneys

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VERIFICATION

State of Illinois                    )  
  ) ss  
County of Sangamon            )

I, **B. Todd Masten**, Wholesale Delivery and Service Area Consultant, Regulatory Policy Department, Ameren Services, have read the foregoing Complaint in the above cause and know the content thereof and the same is true to the best of my knowledge, information and belief.

*B. Todd Masten*  
B. TODD MASTEN

SUBSCRIBED AND SWORN to before me this *07* day of *June*, 20*08*.



*Laura Smoczyk*  
Notary Public